

<b>CIVIL ACTION COVER SHEET</b>	DOCKET NUMBER	<b>Trial Court of Massachusetts</b> <b>The Superior Court</b>
<b>PLAINTIFF(S):</b> Derek Cummings <b>ADDRESS:</b> 474 Revere Beach Blvd. Apt. 204 Revere, MA 02151		<b>COUNTY</b> Essex
<b>DEFENDANT(S):</b> Speedway, LLC		
<b>ATTORNEY:</b> John J. Regan, Esquire <b>ADDRESS:</b> Dolan & Regan 7 Essex Green Drive, Suite 4 Peabody, MA 01960-2920 <b>BBO:</b> 544720		<b>ADDRESS:</b> 1252 Broadway Saugus, MA 01906
<b>CODE NO.</b>	<b>TYPE OF ACTION AND TRACK DESIGNATION (see reverse side)</b>	<b>HAS A JURY CLAIM BEEN MADE?</b>
B20	<b>TYPE OF ACTION (specify)</b> Personal Injury - Slip & Fall <b>TRACK</b> F	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
*If "Other" please describe:		
Is there a claim under G.L. c. 93A? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		Is this a class action under Mass. R. Civ. P. 237? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<b>STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A</b>		
The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff's counsel relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.		
<b><u>TORT CLAIMS</u></b> (attach additional sheets as necessary)		
A. Documented medical expenses to date:		
1. Total hospital expenses .....		\$30,963.76
2. Total doctor expenses .....		\$12,221.00
3. Total chiropractic expenses .....		\$
4. Total physical therapy expenses .....		\$
5. Total other expenses (describe below) .....		\$
<b>Subtotal (A):</b>		\$43,184.76
B. Documented lost wages and compensation to date .....		\$
C. Documented property damages to date .....		\$
D. Reasonably anticipated future medical and hospital expenses .....		\$
E. Reasonably anticipated lost wages .....		\$
F. Other documented items of damages (describe below) .....		\$
G. Briefly describe plaintiff's injury, including the nature and extent of injury: Fractured left arm; back injury; right knee injury.		
<b>TOTAL (A-F):</b>		\$43,184.76
<b><u>CONTRACT CLAIMS</u></b> (attach additional sheets as necessary)		
<input type="checkbox"/> This action includes a claim involving collection of a debt incurred pursuant to a revolving credit agreement. Mass. R. Civ. P. 8.1(a). Provide a detailed description of claim(s):		
<b>TOTAL: \$</b>		_____
<b>Signature of Attorney/ Unrepresented Plaintiff: X</b>		<b>Date:</b> 10/6/20
<b>RELATED ACTIONS:</b> Please provide the case number, case name, and county of any related actions pending in the Superior Court.		
<b>CERTIFICATION PURSUANT TO SJC RULE 1:18</b>		
I hereby certify that I have complied with requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.		
<b>Signature of Attorney of Record: X</b>		<b>Date:</b> 10/6/20

# **CIVIL ACTION COVER SHEET INSTRUCTIONS** **SELECT CATEGORY THAT BEST DESCRIBES YOUR CASE**

**AC Actions Involving the State/Municipality \***

AA1 Contract Action involving Commonwealth, Municipality, MBTA, etc. (A)  
 AB1 Tortious Action involving Commonwealth, Municipality, MBTA, etc. (A)  
 AC1 Real Property Action involving Commonwealth, Municipality, MBTA etc. (A)  
 AD1 Equity Action involving Commonwealth, Municipality, MBTA, etc. (A)  
 AE1 Administrative Action involving Commonwealth, Municipality, MBTA, etc. (A)

**CN Contract/Business Cases**

A01 Services, Labor, and Materials (F)  
 A02 Goods Sold and Delivered (F)  
 A03 Commercial Paper (F)  
 A04 Employment Contract (F)  
 A05 Consumer Revolving Credit - M.R.C.P. 8.1 (F)  
 A06 Insurance Contract (F)  
 A08 Sale or Lease of Real Estate (F)  
 A12 Construction Dispute (A)  
 A14 Interpleader (F)  
 BA1 Governance, Conduct, Internal Affairs of Entities (A)  
 BA3 Liability of Shareholders, Directors, Officers, Partners, etc. (A)  
 BB1 Shareholder Derivative (A)  
 BB2 Securities Transactions (A)  
 BC1 Mergers, Consolidations, Sales of Assets, Issuance of Debt, Equity, etc. (A)  
 BD1 Intellectual Property (A)  
 BD2 Proprietary Information or Trade Secrets (A)  
 BG1 Financial Institutions/Funds (A)  
 BH1 Violation of Antitrust or Trade Regulation Laws (A)  
 A99 Other Contract/Business Action - Specify (F)

\* Choose this case type if ANY party is the Commonwealth, a municipality, the MBTA, or any other governmental entity UNLESS your case is a case type listed under Administrative Civil Actions (AA).

† Choose this case type if ANY party is an incarcerated party, UNLESS your case is a case type listed under Administrative Civil Actions (AA) or is a Prisoner Habeas Corpus case (E97).

**ER Equitable Remedies**

D01 Specific Performance of a Contract (A)  
 D02 Reach and Apply (F)  
 D03 Injunction (F)  
 D04 Reform/ Cancel Instrument (F)  
 D05 Equitable Replevin (F)  
 D06 Contribution or Indemnification (F)  
 D07 Imposition of a Trust (A)  
 D08 Minority Shareholder's Suit (A)  
 D09 Interference in Contractual Relationship (F)  
 D10 Accounting (A)  
 D11 Enforcement of Restrictive Covenant (F)  
 D12 Dissolution of a Partnership (F)  
 D13 Declaratory Judgment, G.L. c. 231A (A)  
 D14 Dissolution of a Corporation (F)  
 D99 Other Equity Action (F)

**PA Civil Actions Involving Incarcerated Party †**

PA1 Contract Action involving an Incarcerated Party (A)  
 PB1 Tortious Action involving an Incarcerated Party (A)  
 PC1 Real Property Action involving an Incarcerated Party (F)  
 PD1 Equity Action involving an Incarcerated Party (F)  
 PE1 Administrative Action involving an Incarcerated Party (F)

**TR Torts**

B03 Motor Vehicle Negligence - Personal Injury/Property Damage (F)  
 B04 Other Negligence - Personal Injury/Property Damage (F)  
 B05 Products Liability (A)  
 B06 Malpractice - Medical (A)  
 B07 Malpractice - Other (A)  
 B08 Wrongful Death - Non-medical (A)  
 B15 Defamation (A)  
 B19 Asbestos (A)  
 B20 Personal Injury - Slip & Fall (F)  
 B21 Environmental (F)  
 B22 Employment Discrimination (F)  
 BE1 Fraud, Business Torts, etc. (A)  
 B99 Other Tortious Action (F)

**RP Summary Process (Real Property)**

S01 Summary Process - Residential (X)  
 S02 Summary Process - Commercial/Non-residential (F)

**RP Real Property**

C01 Land Taking (F)  
 C02 Zoning Appeal, G.L. c. 40A (F)  
 C03 Dispute Concerning Title (F)  
 C04 Foreclosure of a Mortgage (X)  
 C05 Condominium Lien & Charges (X)  
 C99 Other Real Property Action (F)

**MC Miscellaneous Civil Actions**

E18 Foreign Discovery Proceeding (X)  
 E97 Prisoner Habeas Corpus (X)  
 E22 Lottery Assignment, G.L. c. 10, § 28 (X)

**AB Abuse/Harassment Prevention**

E15 Abuse Prevention Petition, G.L. c. 209A (X)  
 E21 Protection from Harassment, G.L. c. 258E(X)

**AA Administrative Civil Actions**

E02 Appeal from Administrative Agency, G.L. c. 30A (X)  
 E03 Certiorari Action, G.L. c. 249, § 4 (X)  
 E05 Confirmation of Arbitration Awards (X)  
 E06 Mass Antitrust Act, G.L. c. 93, § 9 (A)  
 E07 Mass Antitrust Act, G.L. c. 93, § 8 (X)  
 E08 Appointment of a Receiver (X)  
 E09 Construction Surety Bond, G.L. c. 149, §§ 29, 29A (A)  
 E10 Summary Process Appeal (X)  
 E11 Worker's Compensation (X)  
 E16 Auto Surcharge Appeal (X)  
 E17 Civil Rights Act, G.L. c. 12, § 11H (A)  
 E24 Appeal from District Court Commitment, G.L. c.123, § 9(b) (X)  
 E25 Pleural Registry (Asbestos cases) (X)  
 E94 Forfeiture, G.L. c. 265, § 56 (X)  
 E95 Forfeiture, G.L. c. 94C, § 47 (F)  
 E99 Other Administrative Action (X)  
 Z01 Medical Malpractice - Tribunal only, G.L. c. 231, § 60B (F)  
 Z02 Appeal Bond Denial (X)

**SO Sex Offender Review**

E12 SDP Commitment, G.L. c. 123A, § 12 (X)  
 E14 SDP Petition, G.L. c. 123A, § 9(b) (X)

**RC Restricted Civil Actions**

E19 Sex Offender Registry, G.L. c. 6, § 178M (X)  
 E27 Minor Seeking Consent, G.L. c.112, § 12S(X)

**TRANSFER YOUR SELECTION TO THE FACE SHEET****EXAMPLE:**

CODE NO.	TYPE OF ACTION (specify)	TRACK	HAS A JURY CLAIM BEEN MADE?
B03	Motor Vehicle Negligence-Personal Injury	<u>F</u>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

**STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A**

**DUTY OF THE PLAINTIFF** - The plaintiff shall set forth, on the face of the civil action cover sheet (or attach additional sheets as necessary), a statement specifying the facts on which the plaintiff relies to determine money damages. A copy of such civil action cover sheet, including the statement as to the damages, shall be served with the complaint. **A clerk-magistrate shall not accept for filing a complaint, except as otherwise provided by law, unless it is accompanied by such a statement signed by the attorney or self-represented litigant.**

**DUTY OF THE DEFENDANT** - If the defendant believes that the statement of damages filed by the plaintiff is inadequate, the defendant may file with his/her answer a statement specifying the potential damages which may result if the plaintiff prevails.

**A CIVIL COVER SHEET MUST BE FILED WITH EACH COMPLAINT.**  
**FAILURE TO COMPLETE THIS COVER SHEET THOROUGHLY AND ACCURATELY**  
**MAY RESULT IN DISMISSAL OF THIS ACTION.**



COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

SUPERIOR COURT  
C.A. NO.

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DEREK CUMMINGS,  
Plaintiff,  
v.  
SPEEDWAY, LLC,  
Defendant.

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**PLAINTIFF'S COMPLAINT AND DEMAND FOR JURY TRIAL**

1. The plaintiff, Derek Cummings ("CUMMINGS") is an adult individual, residing in Revere, Massachusetts.
2. The defendant, Speedway, LLC ("SPEEDWAY") is a foreign limited liability company corporation with a principal place of business in Enon, Ohio and a usual place of business at 1252 Broadway, Saugus, Essex County, Massachusetts ("the PREMISES").
3. At all times relevant to this complaint, including on or about December 6, 2019, CUMMINGS was a customer and business invitee of SPEEDWAY on the PREMISES.
4. At all times relevant to this complaint, including on or about December 6, 2019, CUMMINGS was in the exercise of all due care for the safety of himself and others.
5. At all times relevant to this complaint including on or about December 6, 2019, SPEEDWAY owned, controlled, operated, managed and was legally responsible for the condition of the PREMISES.
6. At all times relevant to this complaint, including on or about December 6, 2019, conditions existed in and on the PREMISES which constituted unreasonable defects, hazards and dangers ("the HAZARDS") to SPEEDWAY's customers, employees and the public in general.
7. At all times relevant to this complaint, including on or about December 6, 2019, the HAZARDS included but were not limited to untreated accumulations of ice, snow, oil and gasoline on the pavement at or near the fuel pumps on the PREMISES.
8. At all times relevant to this complaint, including on or about December 6, 2019, SPEEDWAY negligently created and/or allowed HAZARDS to exist on the PREMISES.
9. At all times relevant to this complaint, including on or about December 6, 2019, SPEEDWAY negligently failed to provide reasonable warning of the HAZARDS to

SPEEDWAY's customers, employees and the public in general.

10. On or about December 6, 2019, while lawfully on the PREMISES, by reason of the HAZARDS CUMMINGS was caused to fall and sustain injury.
11. On or about December 6, 2019, while lawfully on the PREMISES, by reason of SPEEDWAY's negligent failure to warn him of the HAZARDS he was caused to fall and sustain injury.
12. As a direct, proximate and foreseeable result of SPEEDWAY's negligence in the said accident on December 6, 2019, CUMMINGS suffered, continues to suffer, and will suffer in the future, personal injuries causing him to endure continued medical care and treatment; emotional and physical pain and suffering; medical expenses; and loss of enjoyment of life.


**WHEREFORE**, the plaintiff, Derek Cummings demands that that this Court enter judgment in his favor against the defendant, Speedway, LLC in a sum which fairly and adequately compensates for the plaintiff's injuries and damages, including costs of this action, a reasonable attorneys' fee and such other relief as this Court may deem just.

**THE PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL COUNTS AND CLAIMS.**

By His Attorney,



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Peabody, MA 01960-2920  
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<b>CIVIL TRACKING ORDER</b> (STANDING ORDER 1-88)	DOCKET NUMBER <b>2077CV01024</b> <i>e</i>	<b>Trial Court of Massachusetts</b> <b>The Superior Court</b> 
CASE NAME: Cummings, Derek vs. Speedway, LLC		Thomas H. Driscoll, Jr., Clerk of Courts
TO: Speedway, LLC No addresses available		COURT NAME & ADDRESS Essex County Superior Court - Lawrence 43 Appleton Way Lawrence, MA 01841

**TRACKING ORDER - F - Fast Track**

You are hereby notified that this case is on the track referenced above as per Superior Court Standing Order 1-88. The order requires that the various stages of litigation described below must be completed not later than the deadlines indicated.

**STAGES OF LITIGATION****DEADLINE**

	SERVED BY	FILED BY	HEARD BY
Service of process made and return filed with the Court		01/11/2021	
Response to the complaint filed (also see MRCP 12)		02/10/2021	
All motions under MRCP 12, 19, and 20	02/10/2021	03/12/2021	04/12/2021
All motions under MRCP 15	02/10/2021	03/12/2021	04/12/2021
All discovery requests and depositions served and non-expert depositions completed	08/09/2021		
All motions under MRCP 56	09/08/2021	10/08/2021	
Final pre-trial conference held and/or firm trial date set			02/07/2022
Case shall be resolved and judgment shall issue by			10/13/2022

The final pre-trial deadline is not the scheduled date of the conference. You will be notified of that date at a later time.

Counsel for plaintiff must serve this tracking order on defendant before the deadline for filing return of service.

This case is assigned to Session "C" in Lawrence Superior Court

DATE ISSUED <b>10/15/2020</b>	ASSISTANT CLERK <b>Stefano J Cornelio</b>	PHONE <b>(978)242-1900</b>
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